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# MEMO

APPROVED  
10/17/22022



DATE: October 12, 2022  
FROM: Matney M. Ellis  
Procurement Director  
TO: Board of County Commissioners  
SUBJECT: Amendment 1 – Twenty20 Management, Inc.

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

On September 13, 2021, an agreement between the Board of County Commissioners on behalf of Tulsa County Sheriff's Office and Twenty20 Management, Inc. for Twenty20 Management, Inc to administer and represent as Program Management in the design, construction, completion and warranty of multiple new buildings, CMF# 20212085.

Submitted for your approval and execution is the attached Amendment 1 to the above-referenced agreement to add the construction of a new training building, a representative fee not to exceed \$855,000.00 and total compensation to be paid not to exceed \$36,765.00.

Respectfully submitted for your approval and execution.

MME / jdf

SUBMITTED FOR: The October 17, 2022 BOCC meeting agenda.

CMF# 20221869

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**CONTRACT ADDENDUM**

THIS CONTRACT ADDENDUM dated this 3<sup>rd</sup> day of OCTOBER, 2022

**BETWEEN:**

Twenty20 Management, Inc.

**OF THE FIRST PART**

**- AND -**

Board of County Commissioners of the County of Tulsa (County) on behalf of the Tulsa  
County Sheriff's Office ("Customer")

**OF THE SECOND PART**

**Background**

- A. Twenty20 Management, Inc. and Board of County Commissioners of the County of Tulsa (County) on behalf of the Tulsa County Sheriff's Office ("Customer") (the "Parties") entered into the contract (the "Contract") dated September 13, 2021, for the purpose of Program Management Services / BOCC on behalf TCSO.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.
- D. References in this Agreement to the Contract are to the Contract as previously amended or varied.

**IN CONSIDERATION OF** the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

**Amendments**

- 1. The Contract is amended as follows:

CMF# 20221869

- a. Recitals is hereby amended to add the construction of a New Training Building estimated to be approximately 4000 square foot Pre Engineered Metal building.
- b. Schedule 3 is hereby amended to add Customer agrees to pay Customer's Representative a fee ("Customer's Representative Fee") equal to 4.3% of the Cost of Work, provided the Cost of Work shall be capped at Eight Hundred and Fifty Five Thousand dollars (\$855,000,00).
- c. The Customer shall pay Customer's Representative "Total Compensation Not to Exceed" Thirty Six Thousand Seven Hundred Sixty Five dollars (\$36,765.00).

**No Other Change**

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

**Miscellaneous Terms**

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

**Governing Law**

4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Oklahoma, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this 17<sup>th</sup> day of October, 2022 .

[Handwritten Signature]  
WITNESS: \_\_\_\_\_

Twenty20 Management, Inc.

Per: \_\_\_\_\_ (Seal)



Ira M. Scullaw  
County Clerk 2nd Deputy  
WITNESS: \_\_\_\_\_

Board of County Commissioners of the  
County of Tulsa (County) on behalf of the  
Tulsa County Sheriff's Office ("Customer")

Per: [Handwritten Signature] (Seal)

APPROVED AS TO FORM:

[Handwritten Signature]  
ASSISTANT DISTRICT ATTORNEY